EXHIBIT 8

1	IN THE UNITED STATES DISTRICT COURT
	FOR THE EASTERN DISTRICT OF VIRGINIA
2	ALEXANDRIA DIVISION
3	
	RUTH SMITH, individually and on
4	behalf of all others similarly
	situated,
5	
	Plaintiff, Case No.
6	1:22-cv-00081-LMB-
	vs. WEF
7	
	SUNPATH, LTD., a Massachusetts
8	corporation,
9	Defendant.
	/
10	·
11	DEPOSITION OF
	RULE 30(b)(6) DEPOSITION OF CHUKRAN MANAGEMENT GROUP
12	d/b/a AMERICAN PROTECTION CORP. ("AMERICAN PROTECTION")
	KOBI CHUKRAN
13	
	(Conducted Via Videoconference)
14	(
15	
	DATE: November 1, 2022
16	
17	TIME: 11:03 a.m. to 2:06 p.m.
18	
	PURSUANT TO: Notice by counsel for Plaintiff
19	for purposes of discovery, use at
	trial or such other purposes as
20	are permitted under the Federal
	Rules of Civil Procedure
21	naics of civil flocedare
22	REPORTED BY: Aaron T. Perkins, RMR, CRR, CRC
22	Notary Public, State of
23	Florida at Large
24	riorida ac harge
44	Pages 1 to 128
25	rayes I to 120
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	Page 1

1	Q. Throughout the time you worked with	1	question? I may have misheard it.
2	SunPath, were you in regular contact with them?	2	MR. SMITH: Yeah.
3	A. No.	3	BY MR. SMITH:
4	Q. Did you have an individual that you	4	Q. Was SunPath involved in
5	could contact if you needed to discuss something?	5	American Protection's sales process?
6	A. Yes.	6	MR. CAFFAS: I'm going to object to the
7	Q. Was it just one person or were there	7	form of the question as confusing, vague.
8	multiple people?	8	THE WITNESS: I'm sorry, can I ask a
9	A. Mostly one.	9	question, if I may? Greg, just so I
10	Q. Can you	10	understand, you represent?
11	A. I apologize. There were a few different	11	MR. TANDY: I'm here on behalf of
12	persons.	12	SunPath.
13	-	13	THE WITNESS: Thank you.
	Q. Okay. Was there one primary and then a few additional?		
14		14	MR. TANDY: And I guess Paul Sporn is
15	A. Yes.	15	with you, Taylor?
16	Q. Okay. Can you tell me who your primary	16	MR. SMITH: No.
17	contact was?	17	MR. CAFFAS: Paul Sporn is representing
18	A. Mr. Joe Abrahms.	18	SunPath.
19	Q. Can you spell that?	19	MR. TANDY: Okay. So a representative?
20	A. J-o-e; Abrahms, A-b-r-a-h-m-s.	20	MR. CAFFAS: I'm SunPath's attorney.
21	Q. And who were the other individuals that	21	MR. SPORN: Counsel, I'm the general
22	you would communicate with from SunPath?	22	counselor of SunPath.
23	A. Mr. Larry Lowe.	23	MR. TANDY: Not a problem. I apologize,
24	Q. Can you spell that?	24	Mr. Sporn. I hadn't asked until now, but as
25	A. L-a-r-r-y, L-o-w-e.	25	long as we were identifying people, it seemed
	Page 26		Page 28
1	O Anyona alsa?	1	like an appropriate time. My apologies
1	Q. Anyone else?	1	like an appropriate time. My apologies.
2	A. A few persons in the claims department.	2	MR. SPORN: And my apologies for not
2 3	A. A few persons in the claims department.Q. Okay. Do you remember their names?	2 3	MR. SPORN: And my apologies for not introducing myself properly, but Greg is
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1	vehicle, as well as the mileage. Based on this	1	Q. Okay. So let's walk through this.
2	information, we can determine what is the best	2	You obtain leads from various sources;
3	coverage we can offer.	3	is that correct?
4	Q. And then once you make that	4	A. Yes.
5	determination, what happens next?	5	Q. Okay. And then you're going to reach
6	A. Then we submit the sale to the to be	6	out to those leads to potentially sell a vehicle
7	underwritten by SunPath.	7	service contract, right?
8	Q. And throughout that sales process, you	8	A. Yes.
9	know, you get the lead, you contact the client,	9	Q. Okay. After you contact the potential
10	you see what they're qualified for, you determine	10	client, you're going to find out what they're
11	what's best for them, and then you reach out to	11	qualified for; is that fair to say?
12	SunPath.	12	A. Well, in some cases, the customer
13	Is that final step, reaching out to	13	contacts us.
14	SunPath, is that where contacting SunPath would	14	Q. Okay. Maybe they contact you; you
15	come in to play or would you have contacted them	15	contact them. Once you're in touch with the
16	at some point prior?	16	potential customer, you determine what they're
17	MR. TANDY: Objection.	17	qualified for?
18	MR. CAFFAS: Yeah. Objection to form as	18	A. Yes.
19	well. It's a compound question.	19	Q. Okay. How do you go about doing that?
20	MR. TANDY: And I must object. To the	20	A. Based on the customer's vehicle
21	extent that you're attempting to define the	21	characteristics, the year, make, model, and
22	term sales pathway, I object to that, or	22	mileage.
23	process. I'm sorry, Mr. Smith, but I do	23	Q. And then what do you do with that
24	think that's really compound.	24	information?
25	MR. SMITH: That's fine. Page 30	25	A. We enter it into our CRM that allows us Page 32
1	BY MR. SMITH:	1	to determine what coverage the particular customer
2	Q. You can still answer.	2	qualifies for.
2 3	Q. You can still answer.A. What was the question again?	2 3	qualifies for. Q. Okay. And how does your CRM know which
2 3 4	Q. You can still answer.A. What was the question again?Q. I'm just trying to understand when the	2 3 4	qualifies for. Q. Okay. And how does your CRM know which product is best for the customer? Let me rephrase
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1	and the other parties who you sell their vehicle	1	You can answer. I'm objecting to the
2	services contracts? Do you understand that?	2	form of the question.
3	A. Yes.	3	THE WITNESS: In some cases it would be
4	Q. Okay. So when you're trying to	4	rejected.
5	determine if a customer is qualified for a	5	BY MR. SMITH:
6	particular plan, do you ever contact these	6	Q. Can you tell me an example of why
7	companies?	7	SunPath would reject a particular contract?
8	A. No.	8	MR. TANDY: Objection, Taylor, to the
9	Q. So American Protection would make that	9	extent you're asking him to surmise why
10	determination, and then they would provide the	10	another company rejected the a contract. Or
11	potential client with the best plan.	11	are you only asking if he's ever been told
12	MR. TANDY: I will object to the form	12	specific reasons? Because the first way I'm
13	and, again, object to the extent that you're	13	going to object that that's speculation. But
14	characterizing Mr. Chukran's testimony	14	if it's the second reason, then I would ask
15	regarding whether or not American Protection	15	you to ask that specific question.
16	is making a determination.	16	Does that make sense?
17	BY MR. SMITH:	17	MR. SMITH: I understand what you're
18	Q. You can answer.	18	saying.
19	A. Again, we provide the specifications,	19	BY MR. SMITH:
20	plan specifications, by, in this case, SunPath	20	Q. Would you ever receive a rationale for
21	which allows us to determine what is the best plan	21	why SunPath would have rejected one of
22	for the customer's needs.	22	American Protection's sales contracts?
23	Q. Okay. And once you determine what's the	23	A. Yes.
24	best plan that customer is qualified for, then you	24	Q. What would those rationales be?
25	go back to the customer and provide them with that	25	A. It could have been that the title of the
	Page 34		Page 36
1	plan?	1	vehicle was rebuilt or rebranded.
	plan? A. I'm sorry, repeat the question please.		
1 2 3	A. I'm sorry, repeat the question please.	1 2 3	vehicle was rebuilt or rebranded. Q. Any other reasons? A. That's most of the that would be the
2	A. I'm sorry, repeat the question please.Q. Once you determine which plan a customer	2	Q. Any other reasons?
2 3	A. I'm sorry, repeat the question please.Q. Once you determine which plan a customer is best qualified for, then you back to the	2 3	Q. Any other reasons?A. That's most of the that would be the most.
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13 you use this specific CRM? 14 A. No. 15 Q. Do you know the name of the CRM? 16 A. Yes. 16 A. We are not. Q. You're not. Okay. And did American Protection receive a copy of documents reflecting this appointment by SunPath? 20 A. Inline CRM. 18 Okay. And did American Protection receive a copy of documents reflecting this appointment by SunPath? 21 A. Yes. 22 Q. Do you still have that document? A. Yes. 22 Q. Do you still have that document? A. Yes. 22 Q. Do you still have that document? A. Yes. 24 Q. When you say they would receive a fee, can you elaborate on that, what you mean by that? Page 38 Page 40 A. I'm not sure of the technical process in place, so I would – I don't want to provide inaccurate information. I would assume that it's some kind of feed that goes from the CRM to SunPath's office. Q. Okay. 6 Us. SunPath's office. Q. Okay. 6 Us. SunPath's office. Q. Okay. 6 Us. SunPath have any systems that they provided American Protection with access to? A. No. 11 Mon't sure. Q. Does SunPath have any systems that they provided American Protection with access to? A. No. 11 Mon't sure. Q. Does SunPath provide any oversight over American Protection is SunPath's only agent in A. We are not. Q. Yeah. Does SunPath have any other over American Protection is SunPath's only agent in India, A. We are not. Q. Yeah. Does SunPath have any other over American Protection is SunPath's only agent in India, A. Wes. Q. Yeah. Does SunPath provide any other over sight over American Protection is SunPath's only agent in India, A. We are not. Q. What does that mean? A. Yes. Q. Mar. TANDY: Objection to Grand to, again, the fact that you're testifying for us. Mr. Chukran suggesting that he has testified that SunPath does provide oversight, which I don't believe that is the testimony before us. Mr. Chukran suggesting that he has testified that SunPath does provide oversight. Q. Yeah. Does SunPath provide any other oversi	11	A. I have never seen the operation.	11	Q. Okay.
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1	or how do they receive that?	1	A. No.
2	A. Via the same feed I was referring to	2	Q. Does SunPath provide any training on the
3	earlier.	3	Virginia Telephone Privacy Act?
4	Q. Okay. So they would receive a copy of	4	A. No.
5	each sale; is that fair to say?	5	Q. Does SunPath have any policies and
6	A. Yes.	6	procedures that they require you to follow related
7	Q. Does SunPath provide any operational	7	to telemarketing?
8	standards that American Protection has to abide	8	A. If so, it would be the highlighted in
9	by?	9	the Seller Agreement.
10	MR. TANDY: Objection.	10	Q. Okay. Nothing beyond the Seller
11	MR. CAFFAS: Can I also interject, not	11	Agreement?
12	to object as well, but to ask that, Aaron,	12	A. Not to my immediate knowledge.
13	when you object, could you specify for the	13	Q. Okay. Does SunPath have any policies
14	record the basis for your objection just	14	and procedures that they require
15	SO	15	American Protection to follow with respect to the
16	MR. TANDY: Sure. My basis for the	16	Telephone Consumer Protection Act?
17	objection is form. I don't think there's	17	A. No, with the exception of asking to remove some numbers from time to time.
18	been a definition of the term that Taylor was using. So I apologize. I will try to do	18	
19 20	that, Greg, more often.	19 20	Q. Okay. And does SunPath have any policies and procedures that they require to you
21	MR. CAFFAS: No problem. I just want to	21	follow related to the Virginia Telephone Privacy
$\begin{vmatrix} 21\\22\end{vmatrix}$	make sure I'm not chiming in for something	$\begin{vmatrix} 21\\22\end{vmatrix}$	Act?
23	that you've chosen to object to.	23	A. Not to my knowledge.
24	MR. TANDY: Sure.	24	Q. Does American Protection sell SunPath's
25	THE WITNESS: The only such oversight	25	products throughout the U.S., or is it limited in
	Page 42		Page 44
1	would be highlighted in the Seller Agreement	1	territorial scope?
2	between American Protection and SunPath.	2	A. It is limited to the states SunPath
3	BY MR. SMITH:	3	operates in.
4	Q. Okay. Did SunPath ever provide any	4	Q. And do you know those states?
5	guidance on telemarketing?	5	A. Not offhand.
6	A. Whatever is listed within the Seller	6	Q. Okay. Does SunPath put any pressure on
7	Agreement with SunPath.	7	American Protection to make a certain number of
8	Q. Okay. Nothing else?	8	sales each month?
9	A. From time to time we would receive an	9	A. No.
10	e-mail from Mr. Sporn with specific numbers that	10	Q. Does SunPath require American Protection
11	have to be added to our internal DNC list.	11	to maintain a do-not-call list?
12	Q. How frequently would you receive those?	12	A. No.
13	A. I don't know if there was a particular	13	Q. Does SunPath have a do-not-call list
14	way to quantify that.	14	that American Protection is required to adhere to?
15	Q. Okay. Any other guidance?	15	A. No.
16 17	A. No.Q. Okay. Did SunPath ever provide any	16 17	Q. Does SunPath permit American Protection to use its name in marketing materials?
18	training to American Protection?	18	A. I believe so, yes.
19	A. No.	19	Q. Does SunPath restrict how
20	Q. Does SunPath ever have any seminars,	20	American Protection can market?
$\begin{vmatrix} 20 \\ 21 \end{vmatrix}$	gatherings, or meetings that they would invite	21	A. Everything would be highlighted in the
$\begin{vmatrix} 21\\22 \end{vmatrix}$	American Protection to?	22	Seller Agreement.
23	A. No.	23	Q. But nothing beyond a Seller Agreement?
24	Q. Does SunPath provide any training on the	24	A. Not to my knowledge.
25		25	Q. Okay. Can you tell me how SunPath would
25	relephone Consumer Protection Act?	43	Q. Okay. Can you ten me now built am would
23	Telephone Consumer Protection Act? Page 43	23	Page 45

1	compensate American Protection for the sale of one	1	June 29th, 2017; is that correct?
2	of its vehicle service contracts?	2	A. Yes.
3	MR. TANDY: I'm going to object to the	3	May I ask for a quick five-minute break?
4	extent of relevance, but I will leave that	4	MR. SMITH: Of course. Yeah, let's take
5	I don't know that it's protected by the	5	a break.
6	contract.	6	(A recess was taken.)
7	MR. CAFFAS: I will also object to the	7	MR. SMITH: Back on the record.
8	form in that it's leading, suggesting that	8	BY MR. SMITH:
9	SunPath does pay American Protection at all,	9	Q. And let me share my screen again. All
10	which I don't believe that's in the	10	right. Kobi, again, I'm showing you what's been
11	testimony, so I will object, again, to	11	marked as Exhibit 2.
12	leading, as I believe that's your testimony,	12	You previously testified that this is an
13	Mr. Smith.	13	agreement between SunPath and American Protection,
14	BY MR. SMITH:	14	right?
15	Q. You can answer, Kobi.	15	A. That seems to be.
16	A. SunPath does not compensate us for the	16	Q. It looks like it's dated June 29th,
17	sales. We are we pay SunPath a cost for the	17	2017, right?
18	policy, and we then collect the payments from the	18	A. Yes.
19	customer.	19	Q. Would that have been the date that your
20	Q. Okay. So American Protection, would	20	relationship with SunPath began?
21	they set the price of the vehicle service	21	A. Yes.
22	contracts?	22	Q. All right. I will draw your attention
23	A. Yes.	23	to the third "whereas" paragraph, where it says,
24	Q. Okay. And, then, a portion of that is	24	"Company desires to have CCM market the products
25	the cost of the contract. Is that fair to say?	25	to customers for which CCM will be compensated as
	Page 46		Page 48
1	A. Yes.	1	set forth below."
_			
2	Q. And that's the portion that	2	Do you see that?
3	Q. And that's the portion that American Protection has to provide to SunPath?	2 3	Do you see that? A. Yes.
1			•
3	American Protection has to provide to SunPath?	3	A. Yes.
3 4	American Protection has to provide to SunPath? A. Yes.	3 4	A. Yes. Q. Is it fair to say that SunPath entered
3 4 5	American Protection has to provide to SunPath? A. Yes. Q. Okay. And then whatever amount above	3 4 5	A. Yes. Q. Is it fair to say that SunPath entered this agreement to have American Protection sell
3 4 5 6	American Protection has to provide to SunPath? A. Yes. Q. Okay. And then whatever amount above that cost portion American Protection keeps	3 4 5 6	A. Yes. Q. Is it fair to say that SunPath entered this agreement to have American Protection sell its vehicle service plans?
3 4 5 6 7	American Protection has to provide to SunPath? A. Yes. Q. Okay. And then whatever amount above that cost portion American Protection keeps themselves?	3 4 5 6 7	A. Yes. Q. Is it fair to say that SunPath entered this agreement to have American Protection sell its vehicle service plans? A. Yes.
3 4 5 6 7 8	American Protection has to provide to SunPath? A. Yes. Q. Okay. And then whatever amount above that cost portion American Protection keeps themselves? A. Yes.	3 4 5 6 7 8	A. Yes. Q. Is it fair to say that SunPath entered this agreement to have American Protection sell its vehicle service plans? A. Yes. Q. All right. And then underneath the
3 4 5 6 7 8 9	American Protection has to provide to SunPath? A. Yes. Q. Okay. And then whatever amount above that cost portion American Protection keeps themselves? A. Yes. Q. Got it.	3 4 5 6 7 8 9	A. Yes. Q. Is it fair to say that SunPath entered this agreement to have American Protection sell its vehicle service plans? A. Yes. Q. All right. And then underneath the "general provisions," paragraph 1, it says, "The
3 4 5 6 7 8 9	American Protection has to provide to SunPath? A. Yes. Q. Okay. And then whatever amount above that cost portion American Protection keeps themselves? A. Yes. Q. Got it. All right. Let me put up my next	3 4 5 6 7 8 9	A. Yes. Q. Is it fair to say that SunPath entered this agreement to have American Protection sell its vehicle service plans? A. Yes. Q. All right. And then underneath the "general provisions," paragraph 1, it says, "The company grants CCM authority to solicit customers
3 4 5 6 7 8 9 10 11	American Protection has to provide to SunPath? A. Yes. Q. Okay. And then whatever amount above that cost portion American Protection keeps themselves? A. Yes. Q. Got it. All right. Let me put up my next exhibit. Give me a second.	3 4 5 6 7 8 9 10 11	A. Yes. Q. Is it fair to say that SunPath entered this agreement to have American Protection sell its vehicle service plans? A. Yes. Q. All right. And then underneath the "general provisions," paragraph 1, it says, "The company grants CCM authority to solicit customers on a nonexclusive basis only in the territory defined in Addendum B hereto."
3 4 5 6 7 8 9 10 11 12	American Protection has to provide to SunPath? A. Yes. Q. Okay. And then whatever amount above that cost portion American Protection keeps themselves? A. Yes. Q. Got it. All right. Let me put up my next exhibit. Give me a second. (Exhibit No. 2 was marked for	3 4 5 6 7 8 9 10 11 12	A. Yes. Q. Is it fair to say that SunPath entered this agreement to have American Protection sell its vehicle service plans? A. Yes. Q. All right. And then underneath the "general provisions," paragraph 1, it says, "The company grants CCM authority to solicit customers on a nonexclusive basis only in the territory
3 4 5 6 7 8 9 10 11 12 13	American Protection has to provide to SunPath? A. Yes. Q. Okay. And then whatever amount above that cost portion American Protection keeps themselves? A. Yes. Q. Got it. All right. Let me put up my next exhibit. Give me a second. (Exhibit No. 2 was marked for identification.)	3 4 5 6 7 8 9 10 11 12 13	A. Yes. Q. Is it fair to say that SunPath entered this agreement to have American Protection sell its vehicle service plans? A. Yes. Q. All right. And then underneath the "general provisions," paragraph 1, it says, "The company grants CCM authority to solicit customers on a nonexclusive basis only in the territory defined in Addendum B hereto." Do you see that? A. Yes.
3 4 5 6 7 8 9 10 11 12 13 14	American Protection has to provide to SunPath? A. Yes. Q. Okay. And then whatever amount above that cost portion American Protection keeps themselves? A. Yes. Q. Got it. All right. Let me put up my next exhibit. Give me a second. (Exhibit No. 2 was marked for identification.) BY MR. TANDY:	3 4 5 6 7 8 9 10 11 12 13 14	A. Yes. Q. Is it fair to say that SunPath entered this agreement to have American Protection sell its vehicle service plans? A. Yes. Q. All right. And then underneath the "general provisions," paragraph 1, it says, "The company grants CCM authority to solicit customers on a nonexclusive basis only in the territory defined in Addendum B hereto." Do you see that? A. Yes. Q. And if we scroll down to Addendum B,
3 4 5 6 7 8 9 10 11 12 13 14 15	American Protection has to provide to SunPath? A. Yes. Q. Okay. And then whatever amount above that cost portion American Protection keeps themselves? A. Yes. Q. Got it. All right. Let me put up my next exhibit. Give me a second. (Exhibit No. 2 was marked for identification.) BY MR. TANDY: Q. All right. I'm showing you what has	3 4 5 6 7 8 9 10 11 12 13 14 15	A. Yes. Q. Is it fair to say that SunPath entered this agreement to have American Protection sell its vehicle service plans? A. Yes. Q. All right. And then underneath the "general provisions," paragraph 1, it says, "The company grants CCM authority to solicit customers on a nonexclusive basis only in the territory defined in Addendum B hereto." Do you see that? A. Yes.
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3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	American Protection has to provide to SunPath? A. Yes. Q. Okay. And then whatever amount above that cost portion American Protection keeps themselves? A. Yes. Q. Got it. All right. Let me put up my next exhibit. Give me a second. (Exhibit No. 2 was marked for identification.) BY MR. TANDY: Q. All right. I'm showing you what has been marked as Exhibit 2. Do you recognize this document? A. Yes.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	A. Yes. Q. Is it fair to say that SunPath entered this agreement to have American Protection sell its vehicle service plans? A. Yes. Q. All right. And then underneath the "general provisions," paragraph 1, it says, "The company grants CCM authority to solicit customers on a nonexclusive basis only in the territory defined in Addendum B hereto." Do you see that? A. Yes. Q. And if we scroll down to Addendum B, which is on page 7 of this exhibit, it states, "The geographic territory in which CCM may solicit sales of products offered by the company shall be
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3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	American Protection has to provide to SunPath? A. Yes. Q. Okay. And then whatever amount above that cost portion American Protection keeps themselves? A. Yes. Q. Got it. All right. Let me put up my next exhibit. Give me a second. (Exhibit No. 2 was marked for identification.) BY MR. TANDY: Q. All right. I'm showing you what has been marked as Exhibit 2. Do you recognize this document? A. Yes. Q. Can you tell me what it is? A. I believe this is the Call Center Marketing Agreement. Q. And that agreement is between SunPath and American Protection; is that correct? A. Yes.	3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	A. Yes. Q. Is it fair to say that SunPath entered this agreement to have American Protection sell its vehicle service plans? A. Yes. Q. All right. And then underneath the "general provisions," paragraph 1, it says, "The company grants CCM authority to solicit customers on a nonexclusive basis only in the territory defined in Addendum B hereto." Do you see that? A. Yes. Q. And if we scroll down to Addendum B, which is on page 7 of this exhibit, it states, "The geographic territory in which CCM may solicit sales of products offered by the company shall be exclusive and limited to all states in the continental U.S. except TBD." Do you see that? A. Yes.
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1	A. I'm sorry?	1	other.
2	Q. Does this provision just let	2	Q. You don't remember one way or the other.
3	American Protection market SunPath products	3	Did you do anything to search for those?
4	throughout the United States?	4	A. In my responses to the subpoena, I
5	A. Not necessarily. And it says "TBD," to	5	provided what I have on file.
6	be determined, from my understanding.	6	Q. Okay. When you say what you have on
7	Q. Okay. Have you received anything	7	file, what are you referring to "as on file"?
8	additional from SunPath that would have amended	8	MR. TANDY: Objection.
9	this agreement?	9	You can answer.
10	A. Not that I specifically have at my	10	THE WITNESS: I believe there were one
11	disposal at this moment.	11	or two documents, the Call Center Marketing
12	Q. Okay. Is that a "yes," through?	12	Agreement and the Seller Agreement.
13	A. I don't know.	13	BY MR. SMITH:
14	Q. You don't know?	14	Q. Okay. I'm trying to understand what
15	A. I don't know.	15	repositories were searched for responsive
16	Q. All right. I will turn back to page 1	16	documents.
17	of your general provisions paragraph 2. It says,	17	A. My file.
18	"CCM shall at all times adhere to company's	18	Q. Is that a physical filing cabinet?
19	written standards of conduct prescribed by company	19	A. Yes.
20	from time to time and in its sole discretion."	20	Q. Okay. And is that where
21	Do you see that?	21	American Protection keeps all of its legal
22	A. Yes.	22	documents?
23	Q. And then at the end of that paragraph,	23	A. Yes.
24	it says, A copy of the standards of conduct is	24	Q. Does it keep any virtual documents?
25	attached hereto as Exhibit 1." Page 50	25	A. Yes. Page 52
	`		
1	Do you see that?	1	Q. Where would those be kept?
2	A. Yes.	2	A. On my computer.
3	Q. Let me scroll through it. On page 8, it	3	Q. Would it be in, like, Dropbox, or would
4	states, "Exhibit 1, standards of conduct," and it	4	it be on your hard drive?
5	says, "See attached."	5	A. On the hard drive.
6	Do you see that?	6	Q. Hard drive.
7	A. Yes.	7	Okay. And did American Protection
8	Q. Do you know if there were additional	8	search the computer hard drive for any responsive
9	documents attached to this document?	9	documents?
10	A. I have provided all of the information,	10	A. Yes.
11	all of the files that I have on file.	11	Q. Okay. Let's to back to page 1 of
12	Q. You have provided everything you have on	12	Exhibit 2. Paragraph 3 under the "general
13	file. Is that what you said?	13	conditions," it says, "The company agrees to
14	A. I believe those two documents, this one	14	provide CCM with product forms, promotional
15	and there was a	15	materials, rates, and other materials (the
16	Q. Okay. It seems that there used to be	16	Promotional Materials) needed to properly secure
17	the standards of conduct attached to this	17	and service customers procured by CCM."
18	document; is that fair to say?	18	Do you see that?
19	MR. TANDY: Objection.	19	A. Yes.
20	THE WITNESS: I'm not sure. Again, this	20	Q. Okay. Did SunPath ever provide any
21	is dating back to 2017.	21	professional materials to American Protection?
22	BY MR. SMITH:	22	MR. TANDY: Objection. Asked and
23	Q. Okay. Do you recall SunPath ever	23	answered.
24	providing any standards of conduct?	24	THE WITNESS: No, I don't recall.
25	A. Again, I don't remember one way or the	25	BY MR. SMITH:
	Page 51		Page 53

1	Q. Did they provide any product forms?	1	Q. Does that paragraph require
2	A. I don't recall.	2	American Protection to actively promote SunPath
3	Q. Do they provide any rates or other	3	vehicle service plans?
4	materials that would be responsive that would	4	A. Yes.
5	relate to this paragraph?	5	Q. Okay. Paragraph 6 says, "CCM shall
6	A. Yes.	6	perform such other acts as are necessary for the
7	Q. What do they provide?	7	proper conduct of the business and for the
8	A. The rates of their coverage claims.	8	protection and safeguard of the interests of the
9	Q. Okay. Paragraph 4 on page 1 says, "CCM	9	company in accordance with the company's policies
10	shall install or arrange for the installation of	10	and procedures."
11	the company's products in accordance with the	11	Do you see that?
12	company's policies and procedures as changed	12	A. Yes.
13	and/or updated from time to time."	13	Q. Does that paragraph require
14	Do you see that?	14	American Protection to carry out its business in a
15	A. Yes.	15	way that will protect SunPath's interests?
16	Q. Can you tell me what that paragraph	16	A. Again, I'm not sure. I will have to
17	means?	17	reread the entire document to provide a proper
18	A. I would assume this means the product	18	answer for that.
19	rates, product information.	19	Q. Okay. You previously testified that you
20	MR. TANDY: Taylor, I'm going to	20	reviewed this document in preparation for this
21	instruct I don't think you want Kobi to	21	deposition, right?
22	speculate or to guess, I assume, so I just	22	A. Yes, yes.
23	want to correct the instruction that says to	23	Q. I'm just asking about that paragraph.
24	the extent that he doesn't know, then I don't	24	I'm not asking about the entire document. Can
25	think you want, you know, I don't think you Page 54	25	you do you have an understanding of that Page 56
	1 age 34		1 age 50
1	want speculation. So when I hear the word	1	paragraph?
2	"assume" I worry, so I just want to put that	2	MR. TANDY: Objection.
3	on the record.	3	MR. CAFFAS: Yeah. I'm going to object
4	MR. SMITH: This one is his	4	to form that I'm not quite sure what you're
5	understanding, I believe.	5	asking about the agreement or the specific
6	MR. TANDY: Okay. If he knows it or has	6	paragraph at this point. I think there are
7	an understanding. I thought you said what it	7	multiple questions in there.
8	means, and I think he said "I assume." So,	8	BY MR. SMITH:
9	again, I just want to make sure we're not	9	Q. Okay. Can you tell me what your
10	getting speculation on the record and you're	10	understanding of paragraph 6 of this agreement is?
11	getting a clean record.	11	A. Again, I'm not sure I understand the
12	BY MR. SMITH:	12	question. The a very broad question.
13	Q. All right. Let's move to paragraph 5.	13	Q. I'm just asking what your understanding
14	It says, "CCM agrees to actively market the	14	of paragraph 6 is.
15	products."	15	A. "Shall perform such other acts as are
16	Do you see that?	16	necessary for the proper conduct of the business."
17	A. Yes. Let me just move this out of the	17	It's just the quality of the scan is a little hard
18	way. Yes.	18	to view. "And for the protection and safeguarding
19	Q. Okay. Does that paragraph require	19	of the interests of the company in accordance with
20	American Protection to actively market SunPath	20	the company's policies and procedures."
21	vehicle service plans?	21	I think it's just as it sounds.
22	A. Allow me to please read the paragraph.	22	Q. Okay. Paragraph 7
23	Thank you.	23	MR. CAFFAS: At this stage, I'm going to
24	Q. Sure.	24	object to the extent this is redundant and
		/ >	
25	A. What was the question again? Page 55	25	these questions, to the extent we're going to Page 57

speaking objections, but this is more just a general note about how long we're going to be 19 within the plan.				
began by asking if Mr. Chukran read and agreed - MR. SMITH: You're continuing to submit speaking objection. You can object to the code. There's nothing wrong with asking questions about a document. This is my deposition. I'm going to ask about paraphs of the agreement that American Protection. Keep it to - MR. CAFFAS: This leads to us being prejudiced to who knows how much time we'll have left at the end of today if we're going to read through his line by line. I think that would be my primary concern. So I apologize if I'm submitting speared to. MR. SMITH: I believe it's limited to general note about how long we're going to be here if he's going to read through a contract that he's already stated that he's signed and agreed to. MR. SMITH: I believe it's limited to seven hours, so we'll be out by seven years. MR. CAFFAS: You may be. Again, I think Page 58 You may be prejudicing the other parties sitting at this deposition and subpoena and do their own deposition as well. MR. SMITH: SunPath is free to serve a notice of deposition and subpoena and do their own deposition as well. MR. SMITH: SunPath is free to serve a notice of deposition and subpoena and do their own deposition as well. MR. SMITH: SunPath is free to serve a notice of deposition and subpoena and do their own deposition as well. MR. CAFFAS: Wou may be rejudicing the other parties sitting at this deposition. MR. SMITH: SunPath is free to serve a notice of deposition and subpoena and do their own deposition as well. MR. CAFFAS: Wou may be. Again, I think Page 58 MR. SMITH: On the well and the adminenance and servicing to customers in accordance with the company's policies and procedures." MR. CAFFAS: Objection. MR. CAFFAS: Objection Asked and answered. MR. CAFFAS: Objection Asked and answered. MR. CAFFAS: Objection Provide any maintenance of existing clients for SunPath? MR. TANDY: Objection. MR. CAFFAS: I will object to vagueness. MR. CAFFAS: I will object to vagueness. MR. CAFFAS: I will object to vagueness. MR. CAFFAS: I wil	1	walk through an entire agreement, largely are	1	"maintenance" refers to. He's not clear what
4 minintenance refers to.	2	asked and answered, because this, I believe,	2	"maintenance" refers to in this context.
MR. SMITH: You're continuing to submit 5 speaking objection. You can object to the code. There's nothing wrong with asking 4 questions about a document. This is my 5 deposition. I'm going to ask about 5 paragraphs of the agreement that 11 American Protection. Keep it to	3	began by asking if Mr. Chukran read and	3	THE WITNESS: I'm not clear as to what
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deposition. I'm going to ask about paragraphs of the agreement that American Protection has? A. Yes. MR. CAFFAS: This leads to us being prejudiced to who knows how much time we'll have left at the end of today if we're going to read through this line by line. I think that would be my primary concern. So I apologize if I'm submitting speaking objections, but this is more just a general note about how long we're going to be here if he's going to read through a contract that he's already stated that he's signed and agreed to. MR. SMITH: I believe it's limited to seven hours, so we'll be out by seven years. MR. CAFFAS: You may be. Again, I think Page 58 you may be prejudicing the other parties sitting at this deposition. MR. SMITH: SunPath is free to serve a notice of deposition as well. BY MR. SMITH: Do you see that? Q. All right. Kobi, paragraph 7, "CCM shall provide continued maintenance and servicing to customers in accordance with the company's popicies and procedures." Do you see that? A. Yes. Q. What is this agreement referring to when it's discussing maintenance? A. Yes. Q. What is this agreement referring to when it's discussing maintenance? MR. CAFFAS: I will object to vagueness.	7	code. There's nothing wrong with asking	7	one of SunPath's vehicle protection plans, is
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	1			
Page 59 Page 61	25	He's already stated he doesn't know what	25	it's American Protection's responsibility to
	1	•		

1	collect each monthly payment from those clients?	1	on behalf of SunPath after they make the sale.
2	A. Yes.	2	MR. CAFFAS: Objection. Form and
3	Q. Okay. What happens if they cancel their	3	relevance. We're not here for your
4	contract or stop paying?	4	understanding.
5	A. Then the plan	5	THE WITNESS: It is my understanding
6	MR. CAFFAS: Object to the form. THE WITNESS: Then the contract is	6 7	that American Protection would submit the
7	cancelled.	8	cost of the product to SunPath. BY MR. SMITH:
8 9	BY MR. SMITH:	9	
10	Q. Does SunPath provide a refund of the	10	Q. Okay. Does this paragraph create a fiduciary duty that American Protection owes to
11	cost to American Protection then?	11	SunPath?
12	A. Yes.	12	
13		13	MR. CAFFAS: Objection. Calls for speculation.
14	Q. Okay. I will scroll to page 2, paragraph 10. Give me one second. All right. So	14	-
15	it says, "All amounts constituting product seller	15	MR. TANDY: And I'm going to object that the witness is not a lawyer. And to the
16	cost and/or net price which are received by CCM	16	extent that answering the question would
17	shall be held in trust by CCM for the company's	17	require him to explain some type of legal
18	sole benefit."	18	relationship that will impinge on the
19	Do you see that?	19	attorney-client privilege and any advice he
20	A. Yes.	20	may have received from myself or others,
21	Q. Is product seller costs in this context,	21	other attorneys, I'm instructing him not to
22	is that the cost that you were referring to that	22	answer that question.
23	gets paid to SunPath?	23	MR. SMITH: You're instructing him not
24	A. Yes.	24	to answer based on the
25	Q. And is net price in this context, is	25	MR. TANDY: I'm instructing him not to
	Page 62	23	Page 64
1	that the amount that American Protection gets to	1	answer the question as to whether or not
	that the amount that American Protection gets to keep for each sale?	1 2	answer the question as to whether or not somebody has informed him with enough
1 2 3			answer the question as to whether or not somebody has informed him with enough information or legal advice to determine
2	keep for each sale?	2	somebody has informed him with enough
2 3	keep for each sale? A. Yes.	2 3	somebody has informed him with enough information or legal advice to determine
2 3 4	keep for each sale? A. Yes. Q. Okay. And so is it fair to say that	2 3 4	somebody has informed him with enough information or legal advice to determine whether or not some sort of fiduciary
2 3 4 5	keep for each sale? A. Yes. Q. Okay. And so is it fair to say that this paragraph requires American Protection to	2 3 4 5	somebody has informed him with enough information or legal advice to determine whether or not some sort of fiduciary relationship has occurred. He's not a
2 3 4 5 6	keep for each sale? A. Yes. Q. Okay. And so is it fair to say that this paragraph requires American Protection to hold SunPath's portion of the financials in trust	2 3 4 5 6	somebody has informed him with enough information or legal advice to determine whether or not some sort of fiduciary relationship has occurred. He's not a lawyer.
2 3 4 5 6 7	keep for each sale? A. Yes. Q. Okay. And so is it fair to say that this paragraph requires American Protection to hold SunPath's portion of the financials in trust on behalf of SunPath?	2 3 4 5 6 7	somebody has informed him with enough information or legal advice to determine whether or not some sort of fiduciary relationship has occurred. He's not a lawyer. And, Mr. Smith, I have let you go a long
2 3 4 5 6 7 8	keep for each sale? A. Yes. Q. Okay. And so is it fair to say that this paragraph requires American Protection to hold SunPath's portion of the financials in trust on behalf of SunPath? A. I'm sorry, can you repeat the question? Q. Yeah. Is it fair to say that this paragraph	2 3 4 5 6 7 8	somebody has informed him with enough information or legal advice to determine whether or not some sort of fiduciary relationship has occurred. He's not a lawyer. And, Mr. Smith, I have let you go a long time, but he's not a lawyer, and he's not going to answer legal questions that are determined down the road.
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1	4	1	TELLE WHEN IEGO I I I I II II II
1	the time you're placing calls. So at the time	1	THE WITNESS: I don't recall exactly
2	American Protection places a call, does it know	2	back then.
3	which company's vehicle service plans it will be	3	BY MR. SMITH:
4	pitching on the call?	4	Q. All right. When did American Protection
5	A. No.	5	start utilizing telemarketing to sell products?
6	Q. Okay. Is that information determined	6	MR. TANDY: Objection. Just so I'm
7	later based upon the potential client's vehicle's	7	clear, Taylor, when you say the word
8	make, model, and year?	8	"telemarketing," for purposes of this
9	A. Yes.	9	deposition, you're talking about outbound
10	Q. Okay. And can you tell me what portion	10	calls that are not generated from the from
11	of your business is generated through	11	a prior contact?
12	telemarketing?	12	MR. SMITH: No. I'm talking about any
13	MR. CAFFAS: I will object as to vague.	13	outbound call.
14	I don't believe telemarketing has been	14	MR. TANDY: Okay. But
15	established definition-wise.	15	MR. SMITH: Maybe we should talk about
16	THE WITNESS: I'm not sure what you mean		mailing.
17	by "telemarketing," as well.	17	THE WITNESS: Maybe that will help.
18	BY MR. SMITH:	18	BY MR. SMITH:
19	Q. When you place calls to potential	19	Q. Based on your responses before, it's my
20	clients to sell products, that would be	20	understanding that American Protection mails out
21	telemarketing. So I need to understand how much	21	postcards and letters to potential clients; is
22	of your business comes from telemarketing	22	that true?
23	activities.	23	A. Yes.
24	A. So if I send out the postcard to a	24	Q. Okay. And then is the hope of that that
25	customer and they call us to request information,	25	those potential clients will call
	Page 74		Page 76
1	does that count as telemarketing?	1	American Protection to inquire about products or
1 2	does that count as telemarketing? Q. No. I'm specifically discussing	1 2	American Protection to inquire about products or services?
2	Q. No. I'm specifically discussing	2	services?
2 3	Q. No. I'm specifically discussing outbound calls. Sorry.	2 3 4	services? A. Yes.
2 3 4	Q. No. I'm specifically discussing outbound calls. Sorry.A. Okay.	2 3 4	services? A. Yes. Q. Okay. And does sorry. Strike that.
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1 Q. Sure. 2 When you say "requested information," 3 what are you referring to? Is it just via the 4 mail and postcard, or is it via other means? 5 A. Via other means. 6 Q. What other means? 7 A. Websites. 8 Q. So in that case, would 9 American Protection place outbound telemarketing 10 calls to consumers that this information they 11 obtained from those websites? 12 A. Yes. 13 Q. And how many during the relevant time 2 period would you say American Protection utilized' 3 MR. TANDY: Objection. 4 You can answer, if you know. 5 THE WITNESS: I don't know exactly that information. Again, we are a small shop. 6 Maybe one or two. 8 BY MR. SMITH: 9 Q. Do you know the names of those one or two? 10 two? 11 A. Not at this time. 12 Q. Not at this time. 13 Do you know the names of any of those	
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11obtained from those websites?11A. Not at this time.12A. Yes.12Q. Not at this time.	
12 A. Yes. 12 Q. Not at this time.	
14 receive complaints regarding its telemarketing? 14 third parties?	
15 MR. TANDY: Objection, again, to the 15 A. Yes.	
word "telemarketing." I'm just trying to get 16 Q. Can you tell me what the name is?	
a sense, so just letting you know what my 17 A. In this particular case, the name is on	
form objection is. I'm objecting to that 18 the e-mail that we sent out.	
19 word. 19 Q. Okay. We will get to that.	
20 BY MR. SMITH: 20 All right. Can you tell me if	
21 Q. Okay. You can answer, Kobi. 21 American Protection has any policies related to	
22 A. Yes. 22 the telephone calls that it places for the	
23 Q. How frequently would you say 23 purposes of selling vehicle service contracts?	
J I	ge 80
1 THE WITNESS: Very rarely. 1 misleads Mr. Chukran's testimony about calls.	
2 BY MR. SMITH: 2 That's it.	
3 Q. Can you give me an estimate? 3 THE WITNESS: Yes, we do.	
4 A. Maybe a few times a year. 4 BY MR. SMITH:	
5 Q. Okay. Who places telephone calls on 5 Q. Are they written?	
6 behalf of American Protection? 6 A. Yes.	
7 MR. CAFFAS: Objection. I'm going to 7 Q. Where are they maintained?	
8 note that this calls for an improper lay 8 A. On my hard drive.	
9 opinion and speculation. 9 Q. Can you tell me how many policies you	
THE WITNESS: I don't understand the 10 have?	
10 THE WITNESS: I don't understand the 10 have? 11 question. 11 A. You were provided with the policies we	
10 THE WITNESS: I don't understand the 10 have? 11 question. 11 A. You were provided with the policies we 12 have.	
10 THE WITNESS: I don't understand the 10 have? 11 question. 11 A. You were provided with the policies we	
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THE WITNESS: I don't understand the question. 11 question. 12 BY MR. SMITH: 13 Q. Okay. You previously testified that 14 American Protection does not have employees, 14 your policies related to telephone calls; is that 15 correct? 16 A. Correct. 17 Q. How does American Protection place 18 telephone calls to potential clients? 10 have? 11 A. You were provided with the policies we 12 have. 12 have. 13 Q. Everything you've produced, that's all your policies related to telephone calls; is that 15 fair? 16 A. Yes. 17 Q. Okay. You don't have any other policies and procedures to ensure compliance with the TCP.	?
THE WITNESS: I don't understand the question. BY MR. SMITH: Q. Okay. You previously testified that American Protection does not have employees, correct? A. Correct. Q. How does American Protection place telephone calls to potential clients? A. You were provided with the policies we have. Description and provided with the policies we have. Respond to the policies we have. Respond to the policies we have. A. You previously testified that have. Respond to the policies related to telephone calls; is that have. A. You provided with the policies we have. A. You policies related to telephone calls; is that have. A. Yes. A. Yes. A. Yes. A. Yes. A. Yes. A. You mean the system that we use or MR. TANDY: Objection, to the extent	?
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THE WITNESS: I don't understand the question. Representation of the policies we are provided with the policies and	.?

1	today to discuss, this was a consumer that	1	records of prior express consent from the
2	received a mailer from us and called us to	2	individuals that it places calls to?
3	receive information. So there was no	3	A. No.
4	telemarketing in this case and there was no	4	Q. How does American Express [sic] ensure
5	TCPA involved here. The consumer requested	5	that the individuals that it's placing calls to
6	the information, so that not would not	6	provided prior express consent?
7	fall	7	MR. CAFFAS: I will object to this as
	BY MR. SMITH:	8	vague. I believe you just asked about
9	Q. That's not what I'm asking. I'm trying	9	American Express. I assume you're not
10	to understand, other than the documents that you	10	talking about the credit card company.
l	have already produced, if you have any additional	11	MR. SMITH: Did I say American Express?
I	policies that are in place to ensure compliance	12	MR. CAFFAS: Yes.
13	with the TCPA.	13	MR. SMITH: Strike that.
14	A. You were provided with everything we	14	BY MR. SMITH:
	have.	15	Q. How does American Protection ensure that
16	Q. Okay. So you also don't have any	16	individuals that it's placing calls to have
17	additional policies and procedures in place to	17	provided prior express consent?
18	ensure compliance with the Virginia Telephone	18	A. We review the method of which they
I	Privacy Act other than what was produced?	19	request information.
20	A. Correct.	20	Q. So can you say that again?
21	Q. Okay. And do you have any other	21	A. We review the method of which they have
22	sorry. Strike that.	22	requested information.
23	· ·	23	Q. What do you mean by that?
	Do you have any other policies and		A. I mean I review to make sure that the
I	procedures in place to ensure compliance with the	24 25	
25	federal National Do Not Call Registry rulings Page 82	25	proper opting language is present, that our name Page 84
1		1	
1	other than what was previously produced?	1	is clearly stated, that the consumer understands
2	A. No.	2	they will receive a call from us, and that it
3	Q. Okay. Does American Protection ever	3	authorizes us, to receive a call from us, from me
4	obtain a listing of numbers registered on the DNC	4	within the means we would be using.
	Registry?	5	Q. Okay. And do you review that for each
6	A. Yes.	6	potential client?
7	Q. How often does it obtain that list?	7	A. I don't understand the question when you
8	A. That is provided to us by any lead	8	say "potential client."
9	providers in this case. So, in other words, if	9	Q. You said you reviewed to ensure that the
10	we any kind of leads that we acquire are	10	disclosures are proper, right?
11	cleansed and cleaned and suppressed against the	11	A. Yes, I do, yes.
	National Do Not Call List.	12	Q. Okay. Do you review that with each
13	O Olvary After American Duetaction	13	potential lead that you receive?
14	Q. Okay. After American Protection		· •
15	receives those leads, does it take any steps to	14	A. Yes.
16	receives those leads, does it take any steps to ensure that it's not calling numbers that are in	14 15	A. Yes. Q. Okay. Do you ever have individuals that
I	receives those leads, does it take any steps to ensure that it's not calling numbers that are in those leads that are registered on the National Do	14 15 16	A. Yes. Q. Okay. Do you ever have individuals that request to no longer receive calls from
I	receives those leads, does it take any steps to ensure that it's not calling numbers that are in	14 15	A. Yes. Q. Okay. Do you ever have individuals that
I	receives those leads, does it take any steps to ensure that it's not calling numbers that are in those leads that are registered on the National Do	14 15 16	A. Yes. Q. Okay. Do you ever have individuals that request to no longer receive calls from
17 18	receives those leads, does it take any steps to ensure that it's not calling numbers that are in those leads that are registered on the National Do Not Call Registry?	14 15 16 17	A. Yes. Q. Okay. Do you ever have individuals that request to no longer receive calls from American Protection?
17 18	receives those leads, does it take any steps to ensure that it's not calling numbers that are in those leads that are registered on the National Do Not Call Registry? A. We run those against our internal DNC	14 15 16 17 18	A. Yes. Q. Okay. Do you ever have individuals that request to no longer receive calls from American Protection? A. Yes.
17 18 19	receives those leads, does it take any steps to ensure that it's not calling numbers that are in those leads that are registered on the National Do Not Call Registry? A. We run those against our internal DNC lists.	14 15 16 17 18 19	A. Yes. Q. Okay. Do you ever have individuals that request to no longer receive calls from American Protection? A. Yes. Q. How frequently would you say that happens? A. Multiple times per week.
17 18 19 20	receives those leads, does it take any steps to ensure that it's not calling numbers that are in those leads that are registered on the National Do Not Call Registry? A. We run those against our internal DNC lists. Q. Just your internal DNC list?	14 15 16 17 18 19 20	A. Yes. Q. Okay. Do you ever have individuals that request to no longer receive calls from American Protection? A. Yes. Q. How frequently would you say that happens?
17 18 19 20 21	receives those leads, does it take any steps to ensure that it's not calling numbers that are in those leads that are registered on the National Do Not Call Registry? A. We run those against our internal DNC lists. Q. Just your internal DNC list? A. Yes.	14 15 16 17 18 19 20 21	A. Yes. Q. Okay. Do you ever have individuals that request to no longer receive calls from American Protection? A. Yes. Q. How frequently would you say that happens? A. Multiple times per week.
17 18 19 20 21 22 23	receives those leads, does it take any steps to ensure that it's not calling numbers that are in those leads that are registered on the National Do Not Call Registry? A. We run those against our internal DNC lists. Q. Just your internal DNC list? A. Yes. Q. Not the National DNC List?	14 15 16 17 18 19 20 21 22	A. Yes. Q. Okay. Do you ever have individuals that request to no longer receive calls from American Protection? A. Yes. Q. How frequently would you say that happens? A. Multiple times per week. Q. What does American Protection do when
17 18 19 20 21 22 23	receives those leads, does it take any steps to ensure that it's not calling numbers that are in those leads that are registered on the National Do Not Call Registry? A. We run those against our internal DNC lists. Q. Just your internal DNC list? A. Yes. Q. Not the National DNC List? A. Not no. It's already done by the	14 15 16 17 18 19 20 21 22 23	A. Yes. Q. Okay. Do you ever have individuals that request to no longer receive calls from American Protection? A. Yes. Q. How frequently would you say that happens? A. Multiple times per week. Q. What does American Protection do when someone requests not to receive calls?

1	You haven't asked how the plaintiff	1	are you able to figure out the source of that
2	received how they got to the plaintiff.	2	contact information, where it came from?
3	If you want to ask that and then go from	3	A. In some cases I could, and in some cases
4	there, maybe. But this seems to be just an	4	I can't.
5	open-ended "tell me about your business," and	5	Q. Okay. What about in the plaintiff's
6	at some point I'm going to put a stop to	6	situation?
7	that, because that's not what this is.	7	A. What about it?
8	MR. SMITH: It is the	8	Q. You previously said that
9	MR. TANDY: At least that's not what I	9	American Protection sent a mailing to her; is that
10	understood this to be.	10	correct?
11	MR. CAFFAS: I will add to Mr. Tandy's	11	A. Yes.
12	objection to state that based on the notice	12	Q. Do you know where it got her contact
13	of deposition and the subject of your	13	information prior to sending that mailing?
14	subpoena, this doesn't seem to be relevant to	14	A. I do not, no.
15	what you're seeking. I believe the testimony	15	Q. Did you search for that information?
16	is that American Protection didn't call the	16	A. Yes.
17	plaintiff. So as it pertains to this	17	Q. What repositories were searched?
18	lawsuit, it seems like we're going far afield	18	A. Our CRM.
19	here.	19	Q. CRM.
20	MR. SMITH: No. He told us he mailed	20	Does SunPath ever provide leads to
21	they mailed a mailer to our client, so I'm	21	American Protection?
22	trying to understand what the source of the	22	A. No.
23	information, where they obtained contact	23	Q. All right. I will pull up my next
24	information to mail those mailers are, so	24	exhibit.
25	that we can figure out which one of those	25	(Exhibit No. 7 was marked for
	Page 98		Page 100
1	sources the plaintiff came from.	1	identification.)
2	MR. CAFFAS: Right. I understand that.	2	BY MR. SMITH:
2 3	MR. CAFFAS: Right. I understand that. But I believe the	2 3	BY MR. SMITH: Q. All right. Kobi, 'm showing what has
2 3 4	MR. CAFFAS: Right. I understand that. But I believe the MR. SMITH: And also I want to	2 3 4	BY MR. SMITH: Q. All right. Kobi, 'm showing what has been marked as Exhibit 7.
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1	IN THE	UNITED STATES DISTRICT COURT
	FOR THE	EASTERN DISTRICT OF VIRGINIA
2		ALEXANDRIA DIVISION
3		CASE NO.: 1:22-cv-00081-LMB-WEF
4	RUTH SMITH, indivi	dually and on behalf of all
	others similarly s	ituated,
5		
	Plaintiff,	
6		
	vs.	
7		
	SUNPATH, LTD., a M	assachusetts corporation,
8		-
	Defendant.	
9		
10		
		-VOLUME 2-
11		(PAGES 128-252)
12	CONTINUED	
	VIDEOCONFERENCE	
13	DEPOSITION OF:	KOBI CHUKRAN, CORPORATE REPRESENTATIVE
		CHUKRAN MANAGEMENT GROUP, LLC, d/b/a
14		AMERICAN PROTECTION CORP.
15	TAKEN BY:	COUNSEL FOR THE PLAINTIFF
16	DATE:	WEDNESDAY, NOVEMBER 9, 2022
17	TIME:	9:38 A.M 12:38 P.M.
18	LOCATION:	DAYTONA BEACH, FLORIDA 33437
19	VIA:	VERITEXT VIRTUAL ZOOM
20	STENOGRAPHICALLY	
	REPORTED BY:	COURTNEY N. LANGHOFF, RMR, CRR, FPR-C
21		ORANGE LEGAL/VERITEXT LEGAL SOLUTIONS
		201 EAST KENNEDY BOULEVARD, SUITE 712
22		TAMPA, FLORIDA 33602
23		
24		
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		raye 120

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Kobi Chukran (Chukran Management Group), Volume 2 - November 9, 2022

Kool Chuktan (Chuktan Management	GIO	ap); voidine 2 1 (0 veinber); 2022
the comment. I'm just putting that on the record	1	of vehicle service contracts?
	2	A. No, we don't
MR. SMITH: Okay.	3	MR. CAFFAS: Objection. Speculation.
-	4	I'm sorry.
O. Kobi, can you tell me, between November 1st and	5	THE WITNESS: I'm sorry.
	6	MR. CAFFAS: I
		MR. TANDY: Greg was
		I'll do this, Greg, just so it's clear.
-		Greg is lodging an objection to Taylor's
-		question with regard to the form of the question.
		You're still required to answer it. You were about
_		to answer it, and thank you for waiting for Greg to
		finish his objection before you started so the court
		reporter can't can't take us all down at once.
		So can you answer Taylor's question?
		THE WITNESS: Yes.
•		MR. TANDY: Okay. Please do.
_		THE WITNESS: We return requests for contacts
		from potential customers. We don't just solicit
•		and and call. We have folks that are
•		calling and requesting information, and in some
		cases, we reach out to people with requested
		information.
		BY MR. SMITH:
	25	
5 BY MR. SMITH: Page 137	23	Q. Okay. I understand you're reaching out to Page 139
Page 137		Page 139
Page 137 Q. So other than talking to your attorney and	1	Page 139 people that you say requested information. I'm just
Q. So other than talking to your attorney and producing the documents, nothing else you did to prepare	1 2	Page 139 people that you say requested information. I'm just trying to make sure I understand that they're not doing
Page 137 Q. So other than talking to your attorney and producing the documents, nothing else you did to prepare for this deposition?	1 2 3	Page 139 people that you say requested information. I'm just trying to make sure I understand that they're not doing other activities, and I understand what they're doing.
Page 137 Q. So other than talking to your attorney and producing the documents, nothing else you did to prepare for this deposition? A. No.	1 2 3 4	Page 139 people that you say requested information. I'm just trying to make sure I understand that they're not doing other activities, and I understand what they're doing. Does that make sense? So I just want to know,
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	the comment. I'm just putting that on the record to MR. SMITH: Okay.	the comment. I'm just putting that on the record to MR. SMITH: Okay. BY MR. SMITH: Q. Kobi, can you tell me, between November 1st and today so your last deposition and today did you do anything to prepare for this deposition? A. We provided the information you you requested. Q. Okay. So you provided some additional documents, right? A. Yes. Q. Okay. Did you do anything else for this deposition, specifically? A. No. MR. TANDY: The answer to that question, that's other than having communications with me, Kobi, because those would be privileged. So I assume that's the reason you answered no. Because just for the record, Taylor, Kobi, Mr. Chukran and I did have conversations, both to respond to your request, and for certain topics. Those would be privileged.

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25

What did you say before that?

25 calls on behalf of American Protection to solicit sales

Case 1:22-cv-00081-LMB-WEF Document 81-8 Filed 01/18/23 Page 19 of 28 PageID# 1238 Kobi Chukran (Chukran Management Group) , Volume 2 - November 9, 2022

1	A. What do you mean by "resources"?	1	Telephone Consumer Protection Act?
2	Q. Well, let's let's start with systems. Okay?	2	A. Within the scope of the DNC policy we provide.
3	Did she have access to the Inline CRM system?	3	Q. Anything beyond that?
4	A. Yes.	4	A. No.
5	Q. Did she have access to Five9?	5	Q. Okay. So I just want to make sure I understand
6	A. If that's what if that's what was used at	6	this.
7	the time, then yes.	7	Does American Protection provide its
8	Q. Okay. Does American Protection provide any	8	subcontractors with access to the leads it receives to
9	access to any other systems to its subcontractors?	9	contact?
10	A. E-mail.	10	A. No.
11	Q. E-mail. What e-mail service does	11	Q. No. Does it provide them with access to the
12	American Protection use?	12	Five9 system that permits them to contact the leads that
13	A. It's a company in Germany called "netcup."	13	it receives?
14	Q. Okay. And for the systems that you just	14	A. Yes. It's a limited limited access.
15	testified you provided access to for Ms. Jaeger, is that	15	Q. Okay. I'm pulling up my next exhibit.
16	the same for all subcontractors?	16	MR. SMITH: Can we take a five-minute break,
17	A. Yes.	17	actually?
18	Q. Does American Protection provide its	18	MR. TANDY: Certainly.
19	subcontractors with a copy of its Do Not Call policy?	19	MR. CAFFAS: That's fine.
20	A. Yes.	20	MR. TANDY: Kobi, go ahead and turn your camera
21	Q. Okay. Does it provide them with a copy of	21	and microphone off, and we'll when we get back,
22	their sales rules?	22	we'll ask you
23	A. Yes.	23	(Recess taken from 10:39 a.m. to 10:48 a.m.)
24	Q. Does it provide them with a copy of the sales	24	MR. SMITH: Courtney, can we go back on the
25	script that we reviewed as Exhibit 4?	25	record?
	Page 177		Page 179
1	A. Yes.	1	THE COURT REPORTER: Yes, sir. Thank you.
1 2	A. Yes. (Previously marked Deposition Exhibit 4 was	1 2	THE COURT REPORTER: Yes, sir. Thank you. BY MR. SMITH:
		_	·
2	(Previously marked Deposition Exhibit 4 was	2	BY MR. SMITH:
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2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	(Previously marked Deposition Exhibit 4 was identified for the record.) BY MR. SMITH: Q. Does American Protection provide any training to its subcontractors? A. Yes. Q. Can you tell me what training it would provide? A. Sure. Of how to utilize the Inline system. Q. And there's A. And other basic other basic information, such as the type of coverages that we offer, just basic stuff. Q. Okay. Does it ever provide any training specific to placing telephone calls? MR. CAFFAS: Objection. Vague. THE WITNESS: Yes. BY MR. SMITH: Q. Can you tell me what training that would be? A. Sure. We reviewed the DNC policy. We want to we want to make sure they understand how to put a number on the DNC list, et cetera. Q. Okay. Does it ever brought sorry.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	BY MR. SMITH: Q. Kobi, I'm going to play a recording that's been produced in this litigation. MR. SMITH: It's going to be marked as Exhibit 13 to this deposition. (Deposition Exhibit 13 was marked.) MR. SMITH: For the record, this is a recording produced by Plaintiff. It's been produced in litigation and marked as "SMITH000027." I'm going to play it in full. (At this time the recorded voicemail was played for the witness.) MS. JAEGER: Hi, Ruth. This is Samantha calling with America Protection. I'm just calling you to get the VIN number on your BMW to get your coverage going for you. I will be back in the office in about an hour. I'm going to lunch. My number is 1-800-427-1806, extension 5005. Talk to you soon. Bye-bye. (Recording concluded.) BY MR. SMITH: Q. Do you recognize that voice at all?

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		T 1 11
1	Λ.	L believe so.
	Α.	i Deneve so.

- 2 Q. Okay. And she starts this with saying, "This
- 3 is Samantha calling with American Protection."
- 4 Did you hear that?
- 5 A. Yes.
- 6 Q. Is that how subcontractors would typically
- 7 start a call?
- A. Typically, they will identify who they -- who 8
- 9 they are and who they're calling from.
- 10 Q. But that's not -- I'm just trying to understand
- 11 if this call would be out of the ordinary.
- 12 Is that typically how a subcontractor would
- 13 identify themselves on behalf of American Protection?
- 14 MR. CAFFAS: Objection. Asked and answered.
- 15 Vague.
- 16 MR. TANDY: Objection.
- 17 MR. CAFFAS: And I think it's calling for
- 18 speculation and a legal conclusion, as to who
- 19 they're calling on behalf of.
- 20 BY MR. SMITH:
- 21 Q. You can answer.
- 22 A. They would usually -- they would usually have a
- 23 script, identify who they are and the company they're
- 24 calling from.
- 25 Q. Okay. So would you say that's typical or

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4

- A. Yes, it is.
- 2 Q. Okay. Do you know if the Five9 system keeps
- recordings of calls?
- 4 A. Yes, it does.
- 5 Q. And could recordings of calls be downloaded?
- 6
- 7 MR. SMITH: Give me a second. I'm going to
- move to my next exhibit. 8
- 9 BY MR. SMITH:
- 10 Q. Okay. I'm going to play another recording for
- 11 you.

14

19

- 12 MR. SMITH: I'm going to mark it as Exhibit 14
- 13 to this deposition.
 - (Deposition Exhibit 14 was marked.)
- 15 MR. SMITH: This is another recording produced
- by Plaintiff, and it's been produced in the 16
- litigation and marked as "SMITH000028," so I'm going 17
- 18 to play it in full.
 - (At this time the recorded voicemail was played
- 20 for the witness.)
- 21 MS. COLETTA: Hi, good afternoon. This message
- 22 is for Ruth. This is Dawn with American Automotive
- 23 Protection Corp. I was calling to follow up with
- 24 you from your policy with us. I work here with
- 25 Samantha Jaeger. She asked me to give you a call,
 - Page 183

- 1 that's out of the ordinary for how they would identify
- themselves?
- 3 MR. CAFFAS: Objection. He's answered that
- 4 twice now.
- 5 THE WITNESS: Again, I think that's how they
- 6 would -- they should.
- BY MR. SMITH:
- 8 Q. Got it. She provides a telephone --
- 9 THE COURT REPORTER: I'm sorry.
- 10 MR. SMITH: Sorry. Go ahead.
- 11 THE COURT REPORTER: Could you state the
- 12 objection again? You kind of cut out.
- 13 MR. CAFFAS: I think I -- which -- which time?
- 14 The last time?
- 15 THE COURT REPORTER: Correct.
- 16 MR. CAFFAS: I just said objecting to asked and
- 17 answered twice now.
- 18 THE COURT REPORTER: Thank you. Sorry.
- 19 MR. CAFFAS: Not a problem.
- 20 MR. SMITH: Okay.
- 21 BY MR. SMITH:
- Q. Kobi, she provides a telephone number which is
- 23 800-427-1806.
- 24 A. Yes.
- 25 Q. Is that American Protection's telephone number? Page 182

- 1 but please give us a call back at 800-427-1806. I'm 2
- at extension 1191.
- 3 And, again, this is regarding your policy with
 - us, but it's important that you give us a call back
- 5 so we can confirm your information for the file.
- 6 Thank you so much, and have a nice evening.
- 7 Bye-bye.
- 8 (Recording concluded.)
- 9 BY MR. SMITH:
- 10 Q. Do you recognize that voice?
- 11 A. Yes.
- 12 Q. Can you tell me who that is?
- 13 A. Her name is Dawn.
- 14 Q. Do you know her last name?
- 15 A. Coletta, C-o-l-e-t-t-a.
- 16 Q. So what is Dawn's role?
- 17 A. Dawn's role is in the back office, so --
- 18 Q. Can you explain what that means?
- 19 A. Yeah. Assistance with if we need to obtain a
- 20 VIN number or a credit card.
- 21 Q. Okay. Is she an employee of
- 22 American Protection, or is she a subcontractor?
- 23 A. She's a subcontractor.
- 24 Q. Okay. Is she still working with you?
 - A. Yes.

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25

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	Troot Chantan (Chantan Wanagement		ap), voidine 2 110 veniser 3, 2022
1	Q. Do you know how long she's worked with you?	1	Q. The second sentence of this e-mail says, "I
2	A. A few years.	2	enjoyed speaking with you today about your vehicle and I
3	Q. Is there a difference between her role and	3	wanted to provide you with the information below for
4	Samantha Jaeger's role?	4	your review."
5	A. Yes.	5	Do you see that?
6	Q. Can you tell me that difference?	6	A. Yes.
7	A. Samantha was in sales, while Dawn is more of	7	Q. Is it fair to say this e-mail would have
8	a again, of a back office or admin type of a role.	8	followed a phone call?
9	Q. When we previously talked about subcontractors,	9	A. Yes.
10	you told me you had about one to two at any particular	10	Q. Okay. Is it common for American Protection to
11	time.	11	send follow-up e-mails to potential clients?
12	Were you referring to sales subcontractors?	12	A. Yes.
13	A. Yes.	13	Q. You produced this document, correct?
14	Q. Okay. Do you have any other subcontractors	14	A. I believe the plaintiff did.
15	that do back-end work besides Dawn?	15	Q. I think you produced the one we're going to
16	A. Yes.	16	review next, not this one.
17	Q. Can you tell me their names?	17	But in any regard, do you know which system
18	A. Matt Conway.	18	this e-mail would have been sorted?
19	Q. Can you spell that as well?	19	A. Inline.
20	A. M-a-t-t C-o-n-w-a-y.	20	Q. Inline. Okay.
21	Q. Anyone else?	21	Do you know how far back American Protection
22	A. No.	22	maintains records of e-mails?
23	Q. Give me a minute. I'm pulling up another	23	A. No, I do not.
24	exhibit.	24	Q. Would it be for the entire relevant time
25	(Deposition Exhibit 15 was marked.)	25	period?
	Page 185		Page 187
1	BY MR. SMITH:	1	MR. TANDY: Objection.
2	Q. All right, Kobi. I'm showing you what's been	2	MR. CAFFAS: Can you say
3	marked as Exhibit 15.	3	THE WITNESS: I'm not I'm not sure.
4	Do you recognize this document?	4	MR. TANDY: What?
5	A. Yes.	5	MR. CAFFAS: Before Kobi answers, can you state
6	Q. Can you tell me what it is?	6	the basis of your objection?
7	A. This is the e-mail that was sent out to	7	MR. TANDY: Sure. My basis for the for the
8	Ruth Smith.	8	objection is he asked the question for the entire
9	Q. Okay. That was sent on May 28th, 2020, at	9	period, could he tell, and the answer was no, so
10	3:30 p.m. Eastern; is that correct?	10	the this question, right, it's a it's
11	A. Yes.	11	basically asked and answered. It seems to be the
12	Q. This was sent by Samantha Jaeger?	12	same question in a in a different format.
13	A. Yes.		BY MR. SMITH:
14	Q. Do you see, in the e-mail, it says,	14	Q. You can answer the question.
15	"Customer Number," and it says, "617RC12986"?	15	A. Can you please repeat it? I want to make sure
16	A. Yes.	16	I am
17	Q. Do you know what that number is?	17	Q. Yeah. Do you know if Inline CRM system
18	A. I believe that's assigned by Inline CRM.	18	maintains records of e-mails throughout the entire
19	Q. Okay. Would there be	19	relevant time period?
20	So would each lead within the system have a	20	A. I am not sure what is the policy of maintaining
21	different customer number?	21	e-mails. Honestly
22	A. I believe so.	22	Q. That's
23	Q. Okay. Is this e-mail following up regarding a	23	A it's so long ago, but I'm not sure. I'm not
24	SunPath vehicle service contract plan?	24	sure. I cannot give you a
25	A. I think so.	25	Q. Okay. That's fine. Give me another minute.
23			
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Kobi Chukran (Chukran Management Group), Volume 2 - November 9, 2022

actively selling auto warranties for? A. Yes. 2 A. This is the two names of SunPath and Wesco. 2 Q. -- to Plaintiff? 3 I'm not sure why and who's Wesco. It could be just the 3 A. Yes. 4 underwriting company that SunPath is working with. Q. And when you stated that the Five9 system keeps Q. Okay. And then inactive appointments, there is 5 records for 30 to 60 days, was that an estimate or do 6 a list of companies. 6 you know, for a fact, that's true? 7 7 Do you see that? A. I know, for a fact, that's true. 8 8 A. Yes. Q. Okay. And did you search the Five9 system for records of any other calls that would be responsive to Q. Are these companies that American Protection 10 used to sell auto warranties for? 10 the subpoena? 11 A. Again, not all of them, but I believe some of 11 A. Yes. 12 them pertain to the -- to the reinsurance company or the 12 Q. Okay. And there were no records? 13 underwriting company. 13 A. None. 14 Q. Okay. All right. I think I'm -- if we take a 14 MR. SMITH: Okay. All right. Greg, you can 15 ten-minute break, I think I'm done asking questions, but 15 take over. 16 I'm sure Greg has some follow-up questions. 16 CROSS-EXAMINATION 17 Is it fine if we take a ten-minute break and 17 BY MR. CAFFAS: 18 then reconvene? 18 Q. Hi, Mr. Chukran. Thanks again for taking some 19 MR. CAFFAS: Yes, that's fine. So after ten 19 time to continue this deposition. 20 minutes --20 As we mentioned last time, my name's 21 THE WITNESS: I'm so sorry to interrupt. The 21 Gregory Caffas. I am here as counsel for SunPath in 22 line just -- there's a storm going on outside, and this case, so I'm just going to be asking you a few 23 the light just flashed here I apologize, by the way, questions in addition to what Mr. Smith has -- has given 24 Greg, to interrupt you. 24 25 25 I don't want to lose electricity again. I American Protection's business practices are Page 193 Page 195 1 don't know. There's a hurricane looming here. If 1 only to call people who have opted in, correct? 2 you want to just continue, I'm available now. I 2 A. Yes. 3 just don't want to have to lose power and then have Q. And when you -- when you say "only to call 4 people who opted in" do you -- what do you mean by to reconvene. I just wanted to put it out there. 5 MR. SMITH: Okay. "opted in"? 5 6 MR. CAFFAS: That's fine. 6 A. It's --7 THE WITNESS: The lights have flickered a few 7 MR. SMITH: Objection. Asked and answered. 8 8 MR. TANDY: You -- you can answer, Kobi. 9 9 THE WITNESS: It means they requested -- they MR. SMITH: Can we go off the record for a 10 second? 10 requested to be contacted from us, specifically. 11 MR. TANDY: Sure. 11 BY MR. CAFFAS: 12 12 (Discussion held off the record.) Q. Okay. And that could be from --13 MR. SMITH: Are we ready? 13 Can you tell me what kind of methods they would 14 THE COURT REPORTER: All set. 14 have been providing their request to be contacted by 15 MR. CAFFAS: Yeah. So, Taylor, before we 15 American Protection, specifically? 16 begin, are you going to be continuing, and then I'll 16 A. As I --17 be allowed to cross? MR. SMITH: Objection. Asked and answered. 17 THE WITNESS: As I -- as I replied in my 18 MR. SMITH: Yes. I have about three questions, 18 19 19 and then I'll turn it over. response, I provided this information either via 20 MR. CAFFAS: Okay. 20 online, via a website, or via calling in. 21 MR. SMITH: Okay. 21 BY MR. CAFFAS: 22 BY MR. SMITH: 22 Q. Has American Protection, including through any Q. Kobi, in response to the subpoena, did you subcontractors, ever knowingly or willfully called 24 search the Five9 system for records of calls to 24 anyone who had specifically requested not to be called 25 plaintiffs --25 by American Protection?

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Kobi Chukran (Chukran Management Group), Volume 2 - November 9, 2022

- 1 MR. SMITH: Objection.
- 2 THE WITNESS: No.
- 3 MR. SMITH: Calls for speculation.
- 4 BY MR. CAFFAS:
- 5 Q. Can you repeat your answer, Mr. Chukran?
- 6 A. No. Yes, I can repeat my question-- it
- 7 was -- and my answer, it was no.
- Q. Thank you. I had -- I had heard you. I'm just
- 9 continuing down my list. Thank you.
- There was a recording played to you a few
- 11 minutes ago on which someone named Dawn had left a
- 12 voicemail, presumably for Plaintiff.
- Do you remember that recording?
- 14 A. Yes.
- 15 Q. And you had said that Dawn worked on the -- the
- 16 backend of American Protection.
- 17 Is that how you described her position?
- 18 A. Yes.
- 19 Q. And does that mean that Dawn would have only
- 20 been making calls to someone who was already a customer
- 21 or who had already expressed interest in purchasing a
- 22 product from American Protection?
- 23 MR. SMITH: Objection. Calls for speculation.
- 24 THE WITNESS: Yes.
- 25 BY MR. CAFFAS:

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- 1 here.
- 2 So it would seem that Ms. -- or Dawn would have
- 3 known that someone had already expressed interest, so
- 4 she would have used a telephone where she manually took
- 5 that customer's information and called them, in
- 6 particular, herself?
- 7 MR. SMITH: Objection. Calls for speculation.
- 8 Misstates the witness's testimony.
- 9 THE WITNESS: Yes.
- 10 BY MR. CAFFAS:
- 11 Q. Okay. So do you --
- 12 Are you able to say, for a fact, whether that
- 13 was on a physical telephone, or would this be stored in
- 14 a computer system?
- 15 A. No. It was -- that was the same phone system
- 16 that would be virtual or via web browser.
- 17 In this case, the plaintiff gave us a credit
- 18 card number and agreed to the terms of the sale, so as
- 19 far as Dawn, she had written consent from a customer of 20 ours.
- 21 O. Uh-huh. So my confusion, Mr. Chukran, is I
- 22 believe your testimony earlier was, when someone is
- 23 contacted as a potential -- to make a potential sale,
- 24 they are in a list, and they are being -- the
- 25 subcontractor of American Protection that is going to be

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- Q. Would Dawn be making any kind of sales calls at
- 2 all?
- 3 MR. SMITH: Objection.
- 4 THE WITNESS: No.
- 5 MR. SMITH: Calls for speculation.
- 6 BY MR. CAFFAS:
- 7 Q. Would Dawn have been making any phone calls
- 8 using the same dialing system that someone calling to
- 9 make a solicitation call would have used?
- 10 A. Yes.
- 11 Q. Let me ask that in a different way.
- So what -- what type of dialing system would
- 13 Dawn have been using to contact potentially Ms. Smith?
- 14 A. The same -- the same one that Samantha Jaeger
- 15 was using.
- 16 Q. Okay. So she, Dawn, in this case, would have
- 17 had -- would she not have manually dialed the person who
- 18 had already expressed interest to call them back?
- 19 MR. SMITH: Objection. Calls for speculation.
- 20 Lacks foundation.
- 21 THE WITNESS: Yes.
- 22 BY MR. CAFFAS:
- 23 Q. "Yes," she would have been manually dialing?
- 24 A. Yes.
- Q. Okay. I'm just trying to rectify your answer

- 1 making the sale, is waiting for them to be connected
- 2 with someone who picks up on a call, correct?
- 3 A. Yes.
- 4 Q. Whereas Dawn, who is calling once the consumer
- 5 has already expressed interest in a product, appears to
- 6 have known about this and is specifically calling them
- 7 back, in particular; is that correct?
- 8 A. Yes. She -- she manually dialed it, yes.
- 9 Q. Okay. So that system demands that it be
- 10 manually dialed on occasion, too?
- 11 A. Yes.
- 12 Q. I also want to clarify something you had said
- 13 about whatever dialing system the subcontractors for
- 14 American Protection are using.
- 15 You had said that it is just dialing from a
- 16 list of leads, correct?
- 17 A. Yes.
- 18 Q. And, again, this would only be a list of leads
- 19 that were uploaded to the system of people that had
- 20 already requested to be called specifically by
- 21 American Protection?
 - MR. SMITH: Object to form.
- 23 THE WITNESS: Yes, or somebody that
- 24 called in on our toll-free number for information.
- 25 BY MR. CAFFAS:

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22

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- 1 American Protection, then maybe that they left some
- 2 restrictions in place for them. That's the only
- 3 scenario I'm familiar with.
- 4 Q. Did that ever happen?
- 5 A. No.
- 6 Q. Did SunPath have any say over the number of
- 7 employees or independent contractors that
- 8 American Protection had on its staff?
- 9 A. No.
- 10 Q. To your knowledge, would SunPath even know the
- 11 names of any of American Protection's employees or
- 12 independent contractors, besides yourself?
- 13 A. No.
- 14 O. Does SunPath have any kind of control over
- 15 whether American Protection uses subcontractors to
- 16 generate lead information?
- 17 A. No.
- 18 Q. Does SunPath control where or how
- 19 American Protection would purchase any kind of supplies
- 20 for its services, like computers or anything like that?
- 21 A. No.
- 22 Q. Did SunPath direct how American Protection was
- 23 going to perform any work at all?
- A. Re -- can you please repeat the question?
- 25 Q. Did SunPass -- Path control how

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- A. The various type of -- types of plans that are
- 2 available, what's covered, what's not.
- 3 Q. So the only type of training, if you could even
- 4 call it that, was making sure that American Protection
- 5 understood what SunPath's products were?
- 6 MR. SMITH: Objection. Misstates the witness's
- 7 testimony.
- 8 THE WITNESS: Yes.
- 9 BY MR. CAFFAS:
- 10 Q. And SunPath never trains any of
- 11 American Protection's subcontractors, right?
- 12 MR. SMITH: Object to form.
- 13 THE WITNESS: I'm not sure. I'm not sure of
- 14 that.
- 15 BY MR. CAFFAS:
- 6 Q. All right. You had -- you had said earlier
- 17 that SunPath wasn't even aware of who
- 18 American Protection's subcontractors were, right?
- 19 So that it didn't train these people that they
- 20 didn't know who they were obviously, right?
- 21 MR. SMITH: Objection. Argumentative. Asked
- 22 and answered. Mischaracterizes the witness's
- 23 testimony.

24

- THE WITNESS: On occasion, some companies would
- 25 offer training that could be done, for example, via

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- 1 American Protection performed any of its work at all?
- 2 A. As I stated previously, SunPath would provide
- 3 us with numbers to be added to the Do Not Call list.
- 4 Q. And when SunPath did that, would you add them
- 5 to your internal Do Not Call list?
- 6 A. Yes.
- 7 Q. Other than providing American Protection with
- 8 numbers to be added to its own internal Do Not Call
- 9 list, did SunPath have any say over who
- 10 American Protection called at any time?
- 11 A. No.
- 12 Q. Did SunPath have any control over what type of
- 13 product was offered by American Protection or any of its
- 14 subcontractors to any customer?
- 15 A. Just within their own product offering.
- 16 Q. But if there was a --
- 17 It didn't restrict from selling the product of
- 18 a competitor even?
- 19 A. I don't believe so, no.
- 20 Q. Did SunPath provide any kind of training to
- 21 American Protection?
- A. Any kind of what?
- 23 Q. Training.
- A. Just in terms of product training.
- Q. What do you mean by that?

- 1 Zoom, and that would include some subcontractors
- 2 attending those, those trainings.
- 3 BY MR. CAFFAS:
- 4 Q. And did that include SunPath?
- 5 MR. SMITH: Objection. Asked and answered.
- 6 THE WITNESS: Possibly. I'm not sure of an
- 7 exact -- I don't have a time. I don't know exactly,
- 8 but SunPath does have a sales representative. His
- 9 name's Brian. It is my understanding his job is to
- 10 provide training.
- I don't recall exactly if that was -- if that
- 12 happened or not, but yeah, potentially. Potentially
- 13 SunPath does provide training, yes.
- 14 BY MR. CAFFAS:
- 15 Q. And you had said already, though, that if it
- 16 was any kind of training, it would just be as to what
- 17 SunPath's products are?
- 18 MR. SMITH: Objection. Asked and answered.
- 19 THE WITNESS: In some cases, they would
- 20 offer -- and, again, I -- I don't have specific
- 21 incidents, but just in terms of industry, sometimes
- they would offer some incentives of the highest
- 23 sales for the month, for example. They would offer
- some kind of a cash incentive.

25 BY MR. CAFFAS:

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	Troof Chaman (Chaman Wanagement		
1	Q. But you are saying that this is just an	1	A. Yes.
2	industry-wide thing; this isn't specifically SunPath,	2	Q. And
3	right?	3	MR. SMITH: Greg, that's Exhibit 3.
4	MR. SMITH: Objection. Mischaracterizes the	4	MR. CAFFAS: All right.
5	witness's testimony.	5	(Previously marked Deposition Exhibit 3 was
6	THE WITNESS: Yes.	6	identified for the record.)
7	MR. CAFFAS: I'm trying to get to sorry.	7	BY MR. CAFFAS:
8	I'm just going to back up.	8	Q. All right. And, as Mr. Smith has mentioned,
9	BY MR. CAFFAS:	9	this has already been shown to you as Exhibit 3.
10	Q. And you're saying this is an industry-wide	10	This is the agreement that American Protection
11	testimony or an industry-wide practice, not	11	and Chukran Management had entered in to with SunPath,
12	specifically SunPath, right?	12	correct?
13	MR. SMITH: Same objection.	13	A. Yes.
14	THE WITNESS: I'm aware that a few different	14	MR. SMITH: Objection. Misstates the evidence.
15	companies provide the same type of incentives.	15	BY MR. CAFFAS:
16	BY MR. CAFFAS:	16	Q. Sorry. I'm scrolling down to the bottom, where
17	Q. Now, you don't know of any specific time when	17	it
18	any subcontractor would have taken any kind of classes	18	A. (Witness perused document.)
19	like that from SunPath?	19	Q. I apologize. I appear to be missing a page.
20	A. I don't recall.	20	Give me one second. I'm going to stop sharing my screen
21	Q. Did SunPath ever pay for any of	21	while I
22	American Protection's office space, for example?	22	(Pause in the proceedings.)
23	A. Can you please repeat the question?	23	MR. SMITH: Greg, while you figure this out,
24	Q. Did SunPath pay for any office space used by	24	could we take a brief, two-minute break?
25	American Protection?	25	MR. CAFFAS: Yes, sure. Let's let's break
	Page 225		Page 227
1	A. No.	1	for a couple minutes, and when I get back, I will
2	Q. Did SunPath ever reimburse you for any of	2	direct you to the correct place.
3	any expenses associated with office space, travel	3	(Recess taken from 12:02 p.m. to 12:08 p.m.)
4	expenses, or office supplies?	4	MR. CAFFAS: Okay. Are we back on the record?
5	A. No. I believe they may have provided some	5	THE COURT REPORTER: Yes, sir. Thank you.
6		6	MR. CAFFAS: All right. I am going to share my
7	table table or desk mats with their product name	7	screen one more time, and I have this on the screen
8	on it and stuff.	8	as the "Call Center Marketing Agreement," which I
9	Q. So this would be like mouse pads and	9	believe is Exhibit 2, not Exhibit 4.
10	advertising-type products?	10	(Previously marked Deposition Exhibit 2 was
11	A. Yes.	11	identified for the record.)
12	Q. But there was no reimbursement for	12	MR. CAFFAS: Yeah. I just wanted to correct
13	American Protection or any of its subcontractors like	13	that mistake from last time.
14	providing office supplies, right?	14	BY MR. CAFFAS:
15	A. No, I don't believe so.	15	Q. Do you see that on the screen, Mr. Chukran?
16	Q. Who paid American Protection's subcontractors?	16	A. Yes.
17	A. We did.	17	Q. And you recognize that as what's already been
18	Q. Is it correct to say that American Protection's	18	discussed as Exhibit 2?
19	subcontractors were not ever compensated directly by	19	A. Yes.
20	SunPath?	20	Q. Okay. And so this is the Call Center Marketing
21	A. Yes.	21	Agreement between Chukran Management or
22	Q. All right. Mr. Chukran, I'm sharing my screen	22	American Protection and SunPath?
23	with you again.	23	A. Yes.
24	Can you see what's listed or what's	24	Q. And do you see, on Page 2 or sorry.
1			
25	displayed on my screen as a "Seller Agreement"? Page 226	25	Excuse me Paragraph 2, under the "General Provisions,"

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- A. As a subcontractor, if they are varying from
- 2 that, it's -- potentially, it's possible, yes.
- 3 Q. In what circumstances would that have happened?
- A. So if they decide to -- if they decide to share
- 5 information about the Powerball drawing or some small
- 6 talk, yes, it's possible.
- Q. Okay. But, otherwise, the information really
- 8 is what they're selling and their introduction, was only
- 9 authorized to -- they're only authorized to use what's
- 10 in the script?

1

- 11 MR. SMITH: Objection. Asked and answered.
- 12 BY MR. CAFFAS:
- 13 Q. You can answer.
- 14 A. Yeah. Again, as a subcontractor, we can
- 15 provide them a guideline of -- of a script. At
- 16 the end of the day, they are their own subcontractor.
- 17 Q. And did you ever advise any of your
- 18 subcontractors or employees that were using this script
- 19 to hide their identity when speaking to potential
- 20 customers?
- 21 MR. SMITH: Objection.
- 22 THE WITNESS: Absolutely not.
- 23 MR. SMITH: Asked and answered.
- 24 BY MR. CAFFAS:
- Q. Can you repeat your answer again? 25

Q. Has SunPath ever directed American Protection

- 2 or any of its subcontractors to violate the Virginia
- 3 Telephone Privacy Protection Act?
- 4 A. No.

8

- 5 Q. Has American Protection ever knowingly called
- the plaintiff, Ruth Smith, in violation of the Telephone
- Consumer Protection Act?
 - MR. SMITH: Objection. Calls for speculation.
- 9 THE WITNESS: No.
- 10 BY MR. CAFFAS:
- 11 Q. I'll rephrase in case I said that incorrectly.
- 12 Had -- has American Protection ever
- 13 intentionally or knowingly called Ruth Smith in
- violation of the Telephone Consumer Protection Act?
- MR. SMITH: Objection. Calls for speculation. 15
- 16 THE WITNESS: No.
- 17 BY MR. CAFFAS:
- 18 Q. Has American Protection, including any of its
- subcontractors, ever intentionally or knowingly called 19
- 20 Ruth Smith in violation of the Virginia Telephone
- 21 Privacy and Protection Act?
- 22 MR. SMITH: Objection. Calls for speculation.
- 23 THE WITNESS: No.
- 24 BY MR. CAFFAS:
- 25 Q. Has SunPath ever directed American Protection

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- 1 A. No.
- Q. Is it correct that, in this exhibit, as
- 3 written, SunPath's name isn't mentioned in the sales
- 4 script or on the -- the cover of the -- the script at
- 5 all?
- 6 A. Correct.
- Q. Okay. Has American Protection or any
- 8 subcontractors that it hired ever intentionally violated
- the Telephone Consumer Protection Act, to your
- 10 knowledge?
- 11 A. No.
- 12 Q. Have you ever advised any of
- 13 American Protection's employees or subcontractors to
- 14 violate the Telephone Consumer Protection Act?
- 15 A. No.
- Q. Has SunPath ever advised American Protection to
- 17 violate the Telephone Consumer Protection Act?
- 18 A. No.
- 19 Q. Has American Protection, including any of its
- 20 subcontractors, ever intentionally violated the Virginia
- 21 Telephone Privacy Protection Act?
- 22 MR. SMITH: Objection.
- 23 THE WITNESS: No.
- MR. SMITH: Lacks foundation. 24
- 25 BY MR. CAFFAS:

- 1 or any of its subcontractors to intentionally or
- 2 knowingly violate the Virginia Telephone Privacy
- 3 Protection Act?
- 4 A. No.

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- 5 Q. Has American Protection, including through any
- of its subcontractors/employees, ever knowingly violated
- any telemarketing laws?
- A. Can you please repeat the question?
- 9 Q. Has American Protection, including through any
- 10 of its employees or subcontract -- subcontractors, ever
- 11 knowingly violated any telemarketing laws?
- 12 A. No.
- 13 O. And has SunPath ever directed or controlled
- 14 American Protection, including through any of its
- 15 employees or subcontractors, to violate any kind of
- telemarketing law?
- A. I'm sorry. Can you repeat the question? 17
- 18 Q. Has SunPath ever --
- 19 A. I apologize. I apologize. Go ahead.
- 20 Q. Has SunPath ever directed or controlled
- 21 American Protection, including through any kind of
- employee or subcontract -- subcontractor, to violate any
- 23 kind of telemarketing law?
- A. I'm sorry. Can you please repeat the question
- 25 again? For the last time.

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- 1 Q. Has SunPath ever directed or controlled
- 2 American Protection, including through any kind of
- 3 subcontractor/employee, to violate any kind of
- 4 telemarketing law?
- 5 A. No.
- 6 MR. CAFFAS: Thank you. That's all --
- 7 THE WITNESS: I apologize, Greg. By the way,
- 8 that was not intentional. My apology.
- 9 MR. CAFFAS: Not a problem.
- That's all I have for you right now.
- 11 I reserve my right to -- to recross based on
- 12 anything Taylor might -- might ask you or anything I
- 13 might have missed, but I'll cede to Taylor again
- 14 right now.
- 15 MR. SMITH: Okay.
- 16 REDIRECT EXAMINATION
- 17 BY MR. SMITH:
- 18 Q. Kobi, I'll try to be quick so you can get out
- 19 of here. I want to discuss Exhibit 4, which is the
- 20 sales script, and I'm happy to bring it up, if you want.
- 21 Just let me know. The questions are pretty
- 22 straightforward, though.
- 23 You've just testified that, when a
- 24 subcontractor would utilize the sales agreement, they
- 25 would say hi, insert the name of the prospective client,
 - Page 237

- 1 utilize her last name, correct?
- 2 A. Correct.
- 3 Q. And Exhibit 14, it begins with, "Hi, this is
- 4 Dawn."

11

- 5 She didn't utilize her last name, right?
- 6 A. Right
- 7 Q. Okay. So you can't necessarily say that, on
- 8 every occasion, your subcontractor identified themselves
- 9 by first and last name, correct?
- 10 MR. TANDY: Objection.
 - You can answer.
- 12 THE WITNESS: Again, there's no -- there's no
- 13 specific -- there's no specific instructions to
- whether they should just use their first name or
- 15 both first and last names.
- 16 BY MR. SMITH:
- 17 Q. Got it. I just wanted to clarify that.
- 18 All right. And then Greg also brought up some
- 19 questions regarding your statement that Plaintiff called
- 20 in after receiving a mailer.
- 21 Do you recall those or that discussion, at
- 22 least?

24

- A. I'm sorry. Can you please repeat the question?
 - Q. Yeah. You just discussed with opposing counsel
- 25 how you believe Plaintiff called American Protection

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- 1 and then say this is, first and last name of the
- 2 subcontractor, and then continue on.
- 3 Do you recall that?
- 4 A. Yes.
- 5 Q. What is your basis for saying that a
- 6 subcontractor would utilize their first and last name?
- 7 MR. TANDY: Objection.
- 8 You may answer.
- 9 THE WITNESS: I believe this came up in the
- initial deposition time, and my answer back then and
- today will be that there is -- there has not been
- 12 any specific instructions as to whether they should
- use both first name and last name.
- 14 The instruction was just to identify themselves
- with their true name, but there's not been any
- instruction just to -- whether they should use both
- 17 names or first name or last name, first, et cetera.
- 18 BY MR. SMITH:
- 19 Q. Got it. And that's kind of why I'm asking.
- 20 Because if you recall the two recordings, so
- 21 Recording 13 -- and I'm happy to replay it.
- 22 A. Okay.
- Q. Just let me know.
- 24 A. Okay
- Q. She says "Hi, this is Samantha." She doesn't

- 1 after receiving a mailer.
- 2 A. Yes.
- 3 Q. Do you remember that?
- 4 A. Yes
- 5 Q. Okay. And I think the exact words you used
- 6 were, "it looks to be that she called in," right?
- 7 A. Yes.
- 8 Q. And you're basing that on the -- the Inline CRM
- 9 screenshots?
- 10 A. Yes.
- 11 Q. I just want to be clear.
- 12 American Protection doesn't have any call
- 13 records reflecting an inbound call from Plaintiff; is
- 14 that correct?
- 15 A. Correct.
- 16 Q. Got it. We discussed the Five9 system today.
- 17 Do you know if you have an account number
- 18 associated with the Five9 system?
- 19 A. I don't, or I'm not sure if I do.
- Q. Then is that something that could be produced,
- 21 if you do have one?
- 22 A. I can look.
- Q. Okay. Do you have any documents that would
- 24 identify the Five9 system?
 - A. There would have been an agreement between us.

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25

1	CERTIFICATE OF REPORTER
2	(VIA VIDEOCONFERENCE)
3	STATE OF WISCONSIN:
4	COUNTY OF WINNEBAGO:
5	
6	I, COURTNEY N. LANGHOFF, RMR, CRR, FPR-C,
7	Notary Public, State of Florida, certify that I was
8	authorized to and did stenographically and remotely
9	report the Zoom videoconference deposition of
10	KOBI CHUKRAN (CHUKRAN MANAGEMENT GROUP, LLC); that a
11	review of the transcript was requested; and that the
12	foregoing transcript, pages 134 through 248, is a true
13	and accurate record of my stenographic notes.
14	I further certify that I am not a relative,
15	employee, or attorney, or counsel of any of the parties,
16	nor am I a relative or employee of any of the parties'
17	attorneys or counsel connected with the action, nor am I
18	financially interested in the action.
19	
20	DATED this 16th day of November, 2022.
21	
22	Courtry M. Velhager
23	J. J
	COURTNEY N. LANGHOFF, RMR, CRR, FPR-C
24	
25	
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